

1. **TERMS AND CONDITIONS:**

- A. Termination for Non-Appropriation. "If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be terminated automatically as of the beginning of the fiscal year, this Contract will be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination."
- B. Maryland Law Prevails. "The law of Maryland will govern the interpretation and enforcement of this Contract."
- C. Disputes. "Disputes arising under this Contract will be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer."
- D. Changes. "This Contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price)."
- E. Termination for Default "If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the determination of the rights and obligations of the parties, will be governed by the provisions of COMAR 21.07.01.11B."
- F. Nondiscrimination. "The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law."
- G. Anti-Bribery. "The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor, nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partner, nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the law of any state or of the United States."
- H. Termination for Convenience. "The State may terminate this Contract, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. The State shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2)"